

Memorandum of Understanding

Between the New Hampshire Department of Health and Human Services And the New Hampshire Insurance Department

The Department of Health and Human Services (hereinafter “DHHS”), by and through its Commissioner, and the New Hampshire Insurance Department (hereinafter “NHID”), by and through its Commissioner, enter into this Memorandum of Understanding (hereafter MOU), and agree to collaborate in the development of a comprehensive health care information system (hereinafter “CHIS”) pursuant to RSA 420-G: 11-a. The parties agree that the CHIS shall collect and maintain useful, objective, reliable and comprehensive data and health care information, and that unrestricted data and data from which all direct identifiers of consumers of health care have been removed shall be made available to providers, insurers, purchasers, governments, and consumers.

I. Maintenance of the Comprehensive Health Care Information System

A. DHHS shall:

1. Maintain the CHIS and bear all expenses associated with the collection of healthcare data and its maintenance in the CHIS.
2. Develop procedures for the submission and storage of data that are maintained by the CHIS.
 - a. Ensure that such procedures for the submission and storage of insurance claims data and the Health Employer Data and Information Set (HEDIS) shall be consistent with administrative rules pursuant to RSA 541-A adopted by the NHID.
 - b. Give the NHID an opportunity to review and comment on the procedures prior to implementation by DHHS.

B. NHID shall adopt administrative rules, pursuant to RSA 541-A and subject to the prior approval of the commissioner of DHHS, relative to the submission, collection and storage of insurance claims data and the HEDIS data set.

C. It is mutually agreed that:

1. The DHHS and the NHID shall cooperate to ensure that the procedures developed fulfill the intent of RSA 420-G:11-a.
2. Only data and information that is physically recorded or stored in written, printed, graphic, or electronic form in the CHIS shall be subject to this Memorandum of Understanding.

II. Data Sets in the CHIS

It is mutually agreed that:

A. The administrative rules shall define and CHIS shall include the following data sets:

1. Health care insurance claims data;
2. Medicaid claims data;
3. HEDIS data submitted to the NHID;
4. Inpatient Hospital Discharge Data;
5. Specialty Hospital Discharge Data; and
6. Outpatient Hospital Discharge Data.

B. Data elements that are deemed to be direct identifiers shall include, but shall not be limited to:

1. Name;
2. Street address;
3. Medical record number;
4. Account number;
5. Social security number;
6. E-mail address, and
7. Telephone number.

- C. Data shall not include analyses, reports, or studies containing information from the data sets that comprise the CHIS.
- D. Unrestricted data contained in these data sets shall be maintained by the CHIS as an unrestricted data set, and shall be made available upon request.
- E. The NHID and the DHHS shall submit the data that they or their data collection agents collect to the CHIS after the completion of data processing, and the CHIS shall maintain the data.

III. Data Dissemination Policy

- A. It is mutually agreed that:
 - 1. The DHHS and the NHID shall work cooperatively to develop a data dissemination policy that will fulfill the intent of RSA 420-G:11-a, and DHHS shall adopt rules implementing this data dissemination policy
 - 2. The policy shall comply with the requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA).
 - 3. To the extent permitted by HIPAA, an unrestricted data set shall be made available for dissemination without approval of an Institutional Review Board. The unrestricted data set shall not include any data that directly identifies a natural person.
 - 4. The policy shall also provide for the release of certain types of restricted data with approval of an Institutional Review Board.
 - 5. The parties shall work cooperatively to establish a CHIS Institutional Review Board (IRB), or adopt the use of an existing IRB, that will review requests for restricted data.
 - a. The IRB shall include representatives of the NHID, the DHHS, a health plan, a health facility, an individual health provider, and a member of the public unaffiliated with the NHID and DHHS.
 - b. The IRB shall meet all applicable requirements of federal law relative to IRBs.
 - 6. The parties shall work cooperatively to establish a CHIS data release advisory workgroup that will provide advice and opinion to the CHIS on release issues. The workgroup will at a minimum include NHID and DHHS staff involved with the CHIS and

representatives of a health plan, a health facility, a health care practitioner, a user of CHIS data, the Governor, and the General Court.

IV. Fees for the Release of Data and Data Analysis

- A. The DHHS shall develop a fee schedule for data release and data analysis from the CHIS.
- B. The NHID shall have an opportunity to review and comment on the fee schedule.

V. Time Frame for the Development of the CHIS

The DHHS and the NHID mutually agree:

- A. To use their best efforts to implement the new data collection requirements set forth in law, including the collection of insurance claims data and the collection of HEDIS data.
 - 1. The parties recognize that the development of such data collection system is a long-term project that will require substantial time to implement.
 - 2. Accordingly, the parties agree to work collaboratively to develop a system for the collection of insurance claims data that will make the data available as a resource for insurers, employers, providers, researchers and purchasers of health care to continuously review health care utilization, expenditures, and performance of health care providers in New Hampshire.
- B. To work together to link the insurance claims data with other existing data sets, including the hospital discharge data set.

VI. Analysis and Presentation of Data

The DHHS and the NHID mutually agree to work together to develop a series of reports that will be issued and updated annually.

- A. These reports shall address the utilization of health care based on geography, demographics, general economic factors, and other considerations.
- B. The reports shall also address the comparative cost of health care services, the expenditure of money for health care services, and the comparative performance of health care providers.

VII. Miscellaneous Provisions

- A. The parties agree that this MOU shall continue in force until terminated by both parties. This MOU may be terminated by a written agreement signed by both parties. The DHHS and the NHID agree that this MOU may be amended at any time. The parties agree that amendments shall be made in writing and shall be signed by both parties to this MOU.
- B. Nothing in this MOU shall be deemed a waiver of the doctrine of sovereign immunity on the part of the state of New Hampshire.
- C. The term of this MOU shall commence as of the date signed and shall continue until terminated as per (A) above.